

ARIZONA SCHOOL FACILITIES BOARD

SECTION 00524

ASFB-CONTRACTOR AGREEMENT

DATE OF CONTRACT: _____

CONTRACT NUMBER: _____

THIS AGREEMENT, in **two (2) copies**, made this _____ day of _____, 20____

By and Between

Arizona School Facilities Board
Capital West Tower
1700 West Washington Street, Suite 230
Phoenix, Arizona 85007

And

All correspondence, submittals and notices relating to or required under this Contract shall be sent in writing to the above addresses; unless either party is notified in writing by the other, of a change in address.

WITNESSETH:

WHEREAS, it is the intention of the ASFB to obtain the services of the Contractor in connection with the construction of;

hereinafter referred to as the "Project" or the "Work"; and

WHEREAS, the Contractor desires to perform such construction in accordance with the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the promises made herein and other good and valuable consideration, the following terms and conditions are hereby mutually agreed to, by and between the ASFB and the Contractor:

ARTICLE 1

DEFINITIONS

1.1 All terms in this Agreement which are defined in the Instructions to Bidders and the General Conditions to the Contract for Construction shall have the meanings designated therein.

1.2 The Contract Documents are as defined in the General Conditions to the Contract for Construction. Such documents form the Contract, and all are as fully a part thereof as if attached to this Agreement or repeated herein.

ARTICLE 2

STATEMENT OF THE WORK

2.1 The Contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary to fully and properly perform and complete the Services and Work as required by the Contract Documents.

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2.2 The Contractor shall further provide and pay for all related facilities described in any of the Contract Documents, including all work expressly specified therein and such additional work as may be reasonably inferred therefrom, saving and excepting only such items of work as are specifically stated in the Contract Documents not to be the obligation of the Contractor. The totality of the obligations imposed upon the Contractor by this Article and by all other provisions of the Contract Documents, as well as the structures to be built and the labor to be performed, is herein referred to as the "Work".

ARTICLE 3

ARCHITECT / ENGINEER

3.1 The Architect / Engineer (as defined in the General Conditions to the Contract for Construction) shall be:

provided, however that the ASFB may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its Architect / Engineer and so advising the Contractor in writing, at which time the person or organization so designated shall be the Architect / Engineer for purposes of this Contract.

ARTICLE 4

TIME OF COMMENCEMENT AND COMPLETION

4.1 The Contractor shall commence the Work promptly upon the date established in the Notice to Proceed.

4.2 Time is of the essence. The Contractor shall achieve Substantial Completion and Final Completion, as defined in the Contract Documents and/or the Notice to proceed and within the time periods stated thereunder. The Notice to Proceed to be issued by the ASFB upon Contractor compliance with submittal requirements under **INSTRUCTIONS TO BIDDERS**.

4.3 The liquidated damages incurred by the ASFB due to the Contractor's failure to Substantially Complete the Work within the Contract Time, including any extensions thereof, shall be \$_____ per day. The liquidated damages incurred by the ASFB due to the Contractor's failure to finally complete the Work within the Contract Time, including any extensions thereof, shall be \$_____ per day for each consecutive day beyond the Time for Final Completion for which the Contractor shall fail to complete the Work. The amount of liquidated damages for failure to meet Final Completion is in addition to the amount of liquidated damages for failure to Substantially Complete the Work.

4.4 The Contractor agrees said sums are agreed upon as a reasonable and proper measure of damages which the ASFB will sustain per day by failure of the Contractor to complete the Work within time as stipulated, it being recognized by the ASFB and to the Contractor that the injury to the ASFB which could result from a failure of the Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

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4.5 The amount of liquidated damages set forth in Article 4.3 hereinabove shall be assessed cumulatively. This provision for liquidated damages does not bar the ASFB's rights to enforce other rights and remedies against Contractor, including but not limited to specific performance or injunctive relief. The amount of liquidated damages relates only to the ASFB's inability to use the Work; and it does not limit the ASFB from recovering, in addition, costs incurred for extended administration additional services relating to or arising out of a delayed completion.

4.6 If Final Completion is not achieved through no fault of the contractor, the ASFB may process final payment and withhold one hundred percent (100%) of the value of the uncompleted work. The ASFB shall determine this value.

ARTICLE 5

CONTRACT SUM

5.1 Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by modification or as otherwise provided in the Contract Documents, the ASFB shall pay to the Contractor, in current funds and at the times and in the installments hereinafter specified, the sum of:

_____ Dollars

\$ _____ (herein referred to as the "Contract Sum").

5.2 The Contract Sum is based upon the following alternates which are set forth in the Contract Documents and which are hereby accepted by the ASFB:

- | | |
|----------|-----------|
| 1. _____ | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

ARTICLE 6

PROGRESS PAYMENTS

6.1 The Contractor hereby agrees that on the date established for updates for every month during the performance of the Work he will deliver to the Project Manager an Application for Payment in accordance with the provisions of Article 9 of the General Conditions to the Contract for Construction and Section 01322. This date may be changed upon mutual agreement, stated in writing, between the ASFB and Contractor. Payment under this Contract shall be made as provided in the General Conditions to the Contract for Construction.

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ARTICLE 7

OTHER REQUIREMENTS

7.1 The Contractor shall submit the Performance Bond, Labor and Material Payment Bond and Automobile Liability Insurance, in addition to the Certification of General Liability, Workers Compensation and an Installation Floater (and/or Builders Risk Insurance), prior to the commencement of the work.

7.2 The ASFB shall furnish to the Contractor, _____ sets of drawings and _____ sets of specifications, at no extra cost, for use in the Construction of the Work. The Contractor may obtain additional sets of drawings or specifications by paying the ASFB for the costs of reproduction, handling and mailing.

7.3 The Contractor shall perform at least ten percent (10%) of the total Work with forces that are in the direct employment of the Contractor's organization.

7.4 Subcontracting requirements shall be in accordance with Arizona Revised Statutes as further described in the General Conditions to the Contract for Construction and Supplementary Conditions.

IN WITNESS WHEREOF, Arizona School Facilities Board (hereinbefore called the "ASFB") has caused these presents to be signed, and the before mentioned Construction Company (hereinbefore called "Contractor") has caused these presents to be signed, by its President or person authorized to enter into a contract, and its Corporate Seal hereunto affixed, as hereinafter attested, all as of the day and year as indicated above.

ASFB:

ARIZONA SCHOOL FACILITIES BOARD

By: _____

Date: _____

CONTRACTOR:

By: _____

Title: _____

Date: _____